

STATE MS.-DE SOTO CO.  
FILED

Aug 14 1 00 PM '03

BK 1797 PG 652  
W.E. DAVIS CH. CLK.**Prepared By:**

Hawk Betina  
Wells Fargo Home Equity  
526 Chapel Hills Drive  
Colorado Springs, CO 80920  
(719) 536-3950

**After Recording Return To:**

Wells Fargo Bank, N.A.  
Wells Fargo Services Co.  
Consumer Loan Servicing Center  
P.O. Box 31557  
Billings, MT 59017-9900

**Tax ID#:** 2.07.5.22.07.0.33, Blk 22, Lot 33

State of Mississippi Space Above This Line For Recording Data  
**Amendment to Mortgage**  
**HEALOC**  
**Account No:** 6544517423

**Collateral Address:****3358 Bridgemore Dr., Nesbit, MS 38651**

*This Amendment to Mortgage ("Amendment") is made as of this 14th day of January, 2003 by and between Wells Fargo Bank, N.A., having its office at 526 Chapel Hills Drive, Colorado Springs CO 80920 (the "Lender"), and **Jeffery W. Halford and Holly O. Halford** whether one or more, the "Mortgagor") and Jeffrey Wagner, McGlinchey Stafford PLL, Suite 100, Skytel Centre South, 200 S. Larimer Street, Jackson, MS 39201 (the "Trustee").*

**Recitals****A. The Lender is the holder of the Home Equity Access Line Agreement of:**

- ☐ The Mortgagor (also referred to as the "Borrower"),  
☒ and **Jeffery W. Halford and Holly O. Halford** (referred to as the "Borrower").

*which is dated October 23, 2002, under which the Lender has extended to the Borrower a revolving line of credit (such Home Equity Access Line Agreement, together with any modifications to it made prior to the date of this Amendment, referred to as the "Note"). The credit limit for the revolving line of credit evidenced by the Note currently is **\$16,000.00**.*

**B. To secure payment of the amounts outstanding under the Note, the Mortgagor has given a mortgage or deed of trust to the Lender dated October 23, 2002, (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Amendment, referred to as the "Mortgage"), covering and placing a lien upon the real property more particularly described in the Mortgage. The Mortgage was originally filed for record on October 23, 2002, in the office of the REGISTRAR of De Soto County, State of Mississippi as Document No. N/A in Book/Roll 1604, Page/Image 0577.**

**C. In connection with the original filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of such county in the amount of \$ N/A on NA, NA, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number NA.**

**D. The Mortgagor acknowledges that the Mortgage is valid and enforceable and represents the Mortgagor's legal and binding obligations, free and clear of any claim, defense or offset.**

**E. The Mortgagor and the Bank now desire to amend the Mortgage to reflect certain changes to the Borrower's revolving line of credit with the Bank that is secured by the Mortgage.**

**F. SEE ATTACHED EXHIBIT A****Tax ID#:** 2.07.5.22.07.0.33, Blk 22, Lot 33**Book 433, Page 297, Township/Range-2S/7W, Judicial District- De Soto County**

JH

**Agreement**

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Amendment agree to as follows:

- ☒ **HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated **January 14, 2003** (the "Modification"), which modifies the Note as follows:
- ☐ **Change in Credit Limit.** The Borrower's maximum credit limit under the revolving line of credit is changed to a maximum principal amount of **\$36,000.00**.
  - ☐ **Extension of Maturity Date.** The revolving line of credit will terminate and the entire unpaid principal balance outstanding on the Note, together with any unpaid finance charges and other charges, will be due and payable in full on **November 20, 2012**. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HEALOC Modification Agreement, as disclosed in the HEALOC Modification Agreement.
  - ☐ **Increased Rate of Finance Charge.** The daily periodic rate is now equal to 1/365 of **+1.990%** over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Note (if previously modified, as so modified), which is:
    - ☐ the highest prime rate published in the Wall Street Journal "Money Rates" table.
    - ☐ The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest 0.10%).

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Note as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the modified Note.

- ☐ **New Home Equity Access Line Agreement.** The Note matured on N/A, N/A, and the Mortgagor and Lender now desire to amend the Mortgage to reflect the execution and delivery by the Borrower to the Lender of a renewal and replacement Home Equity Access Line Agreement, dated N/A, N/A, (the "Renewal Note"), which now evidences the Borrower's revolving line of credit described in the recitals above. The Renewal Note is issued in renewal and replacement of (and **not** in repayment of) the Note.

The references in the Mortgage to the principal amount (credit limit), maturity date, and rate of finance charge in the Note are hereby amended to the extent necessary to reflect the principal amount (credit limit), maturity date, and rate of finance charge in the Renewal Note. The Renewal Note is in the principal amount of \$ N/A (the credit limit), it matures on N/A, and it bears a daily periodic rate of finance charge equal to 1/365 of N/A % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Renewal Note, which is:

- ☐ the highest prime rate published in the Wall Street Journal "Money Rates" table.
- ☐ The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
- ☐ N/A

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Renewal Note, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the Renewal Note.

**The following terms and conditions apply regardless of which boxes are checked above:**

All original terms and conditions of the Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Amendment, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.

The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.

The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.

IN WITNESS WHEREOF, the Mortgagor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank, N.A.

Jeffery W. Halford  
Jeffery W. Halford

By:

Jill Fowler  
Jill Fowler

Holly O. Halford  
Holly O. Halford

Officer

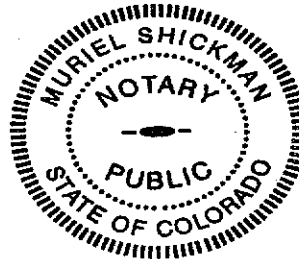
Its:

Witness\*

Print Name

Witness\*

Print Name



STATE OF COLORADO )

) ss.

COUNTY OF EL PASO )

Jill Fowler

Jill Fowler Officer

Before me, a Notary Public in and for said county and state, personally appeared, Jill Fowler,  
OFFICER of Wells Fargo Bank, N.A., and acknowledged the execution of the foregoing  
Amendment on behalf of Wells Fargo Bank, N.A. this 14 day of January, 2003.

Muriel Shickman  
Notary Public: Muriel Shickman

State of COLORADO

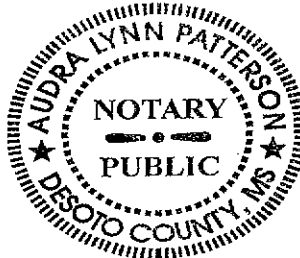
MY COMMISSION EXPIRES: My Commission Expires 01-23-07

STATE OF Mississippi )

) ss.

COUNTY OF Desoto )

Before me, a Notary Public in and for said county and state, personally appeared

Jeffery W. Halford, Holly A. Halford~~(a single person)~~ ~~(single persons)~~ (husband and wife) and acknowledged the executionof the foregoing Amendment on this 15 day of January, 2003.Audra Lynn Patterson  
Notary PublicMississippi  
State ofMY COMMISSION EXPIRES:  
OCTOBER 29, 2005

This instrument was drafted by:

Wells Fargo Home Equity  
526 Chapel Hills Drive  
Colorado Springs, CO 80920

## EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED AND BEING IN THE CITY OF NESBIT, COUNTY OF DE SOTO, STATE OF MISSISSIPPI.

LOT 33, SECTION B, BRIDGEMOORE SUBDIVISION, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN IN PLAT BOOK 68, PAGES 1-3 IN THE CHANCERY CLERK'S OFFICE OF DE SOTO COUNTY, MISSISSIPPI.

BEING THE SAME PREMISES CONVEYED TO JEFFERY W. HALFORD AND HOLLY O. HALFORD, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM BURDEN HOMES, LLC, A ARKANSAS LIMITED LIABILITY COMPANY BY WARRENTY DEED DATED 10-23-02, AND RECORDED ON 12-3-02, AT BOOK 433, PAGE 297, IN DE SOTO COUNTY, MISSISSIPPI.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.